plied grant, which would amount to a treaty between two states and therefore be unconstitutional, has not prevailed.[13]

On the authority of these precedents the Supreme Court in a recent decision has settled a dispute concerning the boundary between Maryland and West Virginia. *The State of Maryland* v. *The State of West Virginia*, U. S. Sup. Ct., Feb. 21, 1910. The facts in the principal case, however, distinguish it from the precedents which it professes to follow, as the government of Maryland had made repeated attempts to have the boundary changed so as to conform with the original grant from the Crown. Although the decision, therefore, cannot rest on the presumption of a grant arising from long acquiescence, it is nevertheless fully justified by the inconvenience which a different conclusion would have caused to private landowners, who had long made the *de facto* line a basis for conveyances of land. Furthermore it is entirely consistent with what is submitted to be the true basis for the doctrine of prescription; namely, protection to long occupation under a claim of right, rather than punishment for neglect to enforce rights.

EXPRESS CONDITIONS AGAINST SUICIDE IN LIFE INSURANCE. — In insuring a life, an underwriter may except death resulting from certain epidemics or from the hazards of certain occupations. So he may contract that he will not be liable in case of suicide; and unless contrary to a statute,[1] or too vague in its terms,[2] the stipulation will be given effect. This is true whether the life or some third person is the real party in interest.[3] The earliest form of such stipulation was an express condition that the policy was to be void in case the insured should "commit suicide."[4] Because conditions in an insurance policy are harsh in their operation and are expressed in the language of the underwriter, a person skilled in the use of technical terms, they are construed strictly against him. Accordingly, it is generally held that the word "suicide," without more, means criminal suicide, and does not include self-killing as a result of insanity.[5] Such a conclusion is most easily reached when the condition against suicide is associated with others against death by duelling and at the hands of justice; for then the maxim *noscitur a sociis* can be applied. But neither this condition nor conditions against "death by his own hand," or "suicide, sane or insane," will prevent recovery when the insured is the accidental, though negligent, cause of his own death; as, for instance, when he is killed by the accidental discharge of a gun in his own hands,[6] or by taking an overdose of medicine.[7]

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[13] See Indiana *v.* Kentucky, 136 U. S. 479, 514.

[1] Knight Templars', etc. Co. *v.* Jarman, 187 U. S. 197.

[2] Jacobs *v.* National Life Ins. Co., 1 McArthur (D. C.) 632.

[3] See Mutual Life Ins. Co. *v.* Kelly, 114 Fed. 268. Sometimes, however, the policy expressly provides that the interest of third parties shall not be affected by suicide. Solicitors', etc. Society *v.* Lamb, 2 De G., J. & S. 251.

[4] Garrett *v.* Barclay, 5 M. & G. 643 n. The policy was effected in 1812.

[5] Central, etc. Ass'n *v.* Anderson, 195 Ill. 135; Conn. Mutual, etc. Co. *v.* Akens, 150 U. S. 468. *Contra*, Cooper *v.* Mass., etc. Co., 102 Mass. 227. One who intentionally took his own life, although unable to judge between right and wrong, was held to have violated this condition in Clift *v.* Schwabe, 3 C. B. 437. But the authority of the case may well be doubted. See SUGDEN, LAW OF PROPERTY, 75.

[6] Union Mutual Life Ins. Co. *v.* Payne, 105 Fed. 172.

[7] Penfold *v.* Universal Life Ins. Co., 85 N. Y. 317.

In this country, the phrase "die by his own hand" in an express condition has generally been construed in the same way as "commit suicide." [8] In England, and a few American jurisdictions, however, the courts have interpreted it as covering self-killing by one unable to understand the moral nature of his act; [9] but most of these jurisdictions will doubtless allow recovery on a policy in this form when the fatal act is induced by an insane irresistible impulse, or is done without knowing that it will result in death.[10]

To protect themselves from these adverse decisions, insurance companies have adopted different expedients. One is to insert in the policy an express condition against "suicide, sane or insane" — a form almost everywhere construed as covering self-killing caused by any form of insanity.[11] But natural as this interpretation seems, a few cases have nevertheless allowed recovery where the insured was so utterly bereft of reason that he did not know the physical results of his acts, and hence could not have intended to take his own life.[12] Such is the doctrine of a recent Kentucky case. *Inter-Southern Life Insurance Co.* v. *Boyd*, 124 S. W. 333 (Ky.).

A second expedient is to use, instead of an express condition, a warranty by the insured that he will not commit suicide, sane or insane. The law implies a condition that if the warranty is broken the underwriter need not pay. So, in the few cases that have arisen, a warranty against suicide has been given the same effect as an express condition in the corresponding form.[13] Warranties are, like conditions, phrased by the underwriter in fact; but unlike conditions, they are, in theory, the language of the insured. And although that is not a sufficient reason for construing warranties less strictly against the underwriter than conditions, yet it might well be seized upon as ground for a distinction by courts which have been over strict in interpreting conditions.

PARTIAL REVOCATION OF WILLS BY ACTS DONE TO THE INSTRUMENT. — Where a testator has attempted to revoke a part of his will, two distinct questions arise: (1) Can there be partial revocation at all? (2) If so, under what conditions? It is almost universally provided that there may be partial revocation by a subsequent attested instrument; and by both the English Statute of Frauds and the Wills Act a clause might also be revoked by certain acts done to the instrument.[1] Similar statutes exist to-day in a

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[8] Phadenhauer *v.* Germania Life Ins. Co., 7 Heisk. (Tenn.) 567; Life Ins. Co. *v.* Terry, 15 Wall. (U. S.) 580.

[9] Borradaile *v.* Hunter, 5 M. & G. 639; Van Zandt *v.* Mutual Benefit Life Ins. Co., 55 N. Y. 169. The word "hand" is not taken literally. To end one's own life by jumping into the river violates this condition. Borradaile *v.* Hunter, *supra.*

[10] Breasted *v.* Farmers', etc. Co., 8 N. Y. 299.

[11] Seitzinger *v.* Modern Woodmen of America, 204 Ill. 58; Haynie *v.* Knight Templars', etc. Co., 139 Mo. 416.

[12] Metropolitan Life Ins. Co. *v.* Thomas, 106 S. W. 1175 (Ky.); Cady *v.* Fidelity & Casualty Co., 134 Wis. 322.

[13] Ellinger *v.* Mutual Life Ins. Co., [1905] 1 K. B. 31; Mutual Life Ins. Co. *v.* Kelly, *supra.*

[1] 1 Vict. c. 26, § 20; Swinton *v.* Bailey, 4 App. Cas. 70; Larkins *v.* Larkins, 3 B. & P. 16.